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9  
10 **UNITED STATES DISTRICT COURT**  
11 **WESTERN DISTRICT OF WASHINGTON**

12 NINA S. SIMPSON,

13 Plaintiff,

14 vs.

15 HOLLAND AMERICA LINE N.V. LLC,  
16 HOLLAND AMERICA LINE N.V., HOLLAND  
17 AMERICA LINE INC., HOLLAND AMERICA  
18 LINE – USA INC., d/b/a HOLLAND AMERICA,  
19 DOES 1 – 5,

20 Defendants.

CASE NO.:

**PLAINTIFF’S COMPLAINT**

**(DEMAND FOR JURY TRIAL)**

21 NINA S. SIMPSON (“Plaintiff”), by and through her attorneys NELSON &  
22 FRAENKEL, LLP, files this Complaint against Defendants HOLLAND AMERICA  
23 LINE N.V. LLC, HOLLAND AMERICA LINE N.V., HOLLAND AMERICA  
24 LINE INC., HOLLAND AMERICA LINE – USA INC., doing business as  
HOLLAND AMERICA, owners and operators of the vessel M/S OOSTERDAM.

25 Plaintiff respectfully alleges as follows:

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1 **INTRODUCTION**

2 **A. The Parties**

3 1. At all times material, Plaintiff, NINA S. SIMPSON, is and was an adult  
4 and a resident of Rochester, Vermont.

5 2. Defendants HOLLAND AMERICA LINE N.V. LLC, HOLLAND  
6 AMERICA LINE N.V., HOLLAND AMERICA LINE INC., HOLLAND  
7 AMERICA LINE – USA INC., doing business as HOLLAND AMERICA,  
8 (hereinafter collectively “HAL”), were and are for-profit corporations with their  
9 world-wide headquarters, principal address, and principal place of business located in  
10 Seattle, Washington. HAL was the owner and operator of the vessel M/S  
11 OOSTERDAM.

12 3. The full extent of the facts linking the fictitiously designated defendants,  
13 Does 1-5, with the causes of action alleged herein are unknown to the Plaintiff, and  
14 the true names and capacities, whether individual, plural, corporate, partnership,  
15 associate, or otherwise of Does 1-5, inclusive, are unknown to Plaintiff. Plaintiff  
16 therefore sues said defendants by such fictitious names. The Plaintiff is informed and  
17 believes that each of the defendants designated herein as a “Doe” is negligently,  
18 wantonly, recklessly, tortuously and unlawfully responsible in some manner for the  
19 events and happenings herein referred to, and/or is strictly liable in tort for injuries  
20 and damages with respect to Plaintiff as herein alleged. Plaintiff will hereafter ask  
21 leave of Court to amend this Complaint to show said defendants’ true names and  
22 capacities and to state the manner in which each fictitious defendant is so responsible  
23 when the same have been ascertained.

24 **B. Jurisdiction**

25 4. This Court has diversity jurisdiction over Plaintiff’s claims under 28  
26 U.S.C. §1332 because the amount in controversy exceeds seventy-five thousand dollars  
27 (\$75,000), and Plaintiff is a citizen of a different state than the Defendants.  
28



1 e. Purposefully availed themselves of the benefits of conducting activities  
2 in Washington by directing their activities toward this state, thereby  
3 obtaining the benefits and protections of this state's laws.

4 10. Defendants were engaged in the business of providing to the public, and  
5 Plaintiff in particular, for compensation, vacation cruises aboard its vessels which  
6 travel worldwide.

7 **GENERAL ALLEGATIONS**

8 11. At all times material hereto, Defendants owned, operated, managed,  
9 maintained and/or controlled the vessel, M/S OOSTERDAM.

10 12. HAL is a common carrier and Plaintiff's claims of negligence herein fall  
11 within the parameters of 46 U.S.C. §30509 prohibitions against disclaimers and/or  
12 waivers. The statute's language is broad and unqualified, and it prohibits common  
13 carriers from limiting their liability for "personal injury or death caused by negligence  
14 or fault of the owner [of the passenger vessel] or the owner's employees or agents."  
15 See id. 30509(a)(1)(A).

16 13. On or about March 2, 2019, Plaintiff was a paying passenger on a HAL  
17 cruise ship, M/S OOSTERDAM, on a seven (7) day Western Caribbean cruise.

18 14. On the above referenced date, while Plaintiff was walking on Deck 9,  
19 inside the Lido Market she slipped and fell on a wet, slippery, and/or transitory  
20 substance on the floor.

21 15. As a direct and proximate result of the incident, Plaintiff sustained severe  
22 and permanent injuries.

23 16. Plaintiff was seen at the ship's medical facility where they could not take  
24 X-Rays of her right arm because the X-Ray machine was not working properly.  
25 Plaintiff was given Tylenol and Advil to alternate after four hours. Plaintiff was in  
26 severe pain and could not move or lift her right arm after leaving the medical facility.



- b. Allowing water and/or other slippery substance to fall on the floor surface; and/or
- c. Failing to have a non-slip or non-skid surface on the floor area; and/or
- d. Failing to warn Plaintiff of the danger of a wet and slippery floor area; and/or
- e. Failing to place rubber mats or other non-slip covering in and around the area; and/or
- f. Failing to provide non-skid floor surfaces in and around the area; and/or
- g. Leaving a defect on the floor thereby obstructing and rendering hazardous a foreseeable path of travel; and/or
- h. Failing to maintain the floor in a reasonably safe condition; and/or
- i. Failing to adequately warn Plaintiff of the dangerous conditions on the subject area; and/or
- j. Failing to keep and maintain the subject area in a reasonably safe condition; and/or
- k. Failing to inspect the subject area; and/or
- l. Creating a dangerous condition and/or failing to remedy a dangerous condition which was known by the Defendants and which in the exercise of reasonable care should have been known by the Defendants; and/or
- m. Failing to adopt and implement proper and adequate policies, protocols and procedures for inspection of passenger transit areas, including the subject area; and/or
- n. Failing to take feasible and reasonable steps to eliminate a dangerous condition which was known by the Defendants and which in the exercise of reasonable care should have been known by the Defendants; and/or
- o. Failing to have proper lighting in the area where the Plaintiff fell; and/or
- p. Failing to provide Plaintiff with prompt, and proper medical care all of which aggravated plaintiff's injuries; and/or

1 q. Failing to properly train crewmembers; and/or

2 r. Failing to adopt and implement proper and adequate policies, protocols and  
3 procedures to prevent crewmembers from creating hazardous conditions to  
4 passengers; and/or

5 s. Any and all other acts or omissions constituting a breach of Defendants'  
6 duty to use reasonable care discovered during litigation.

7 24. At all material times, HAL had exclusive custody and control of the  
8 above-named vessel.

9 25. At all material times, HAL created and/or knew or should have known  
10 of the above-described conditions through the exercise of reasonable care.

11 26. At all material times, HAL negligently failed to determine the hazards  
12 on the vessel to Plaintiff, failed to eliminate the hazard, failed to modify the hazard  
13 and failed to properly warn Plaintiff of the hazard.

14 27. The above conditions were neither open nor obvious to Plaintiff, and  
15 accordingly, HAL owed Plaintiff, the duty to warn and/or correct them.

16 28. As a direct and proximate result of HAL's negligence, Plaintiff was  
17 severely and permanently injured on or about March 2, 2019.

18 29. As a further and direct proximate result of Defendant HAL's negligence,  
19 Plaintiff sustained serious and permanent injuries, pain and suffering, disability,  
20 mental anguish, inconvenience, and has incurred medical expenses in the past and  
21 will incur medical expenses in the future. All of said damages are permanent and  
22 continuing in nature.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment against Defendants, and for each  
25 of them, as follows:

- 26 1. For general and special damages according to proof;  
27 2. For economic damages;  
28 4. For prejudgment interest as allowed by law;

- 1           5.     For costs of suit incurred herein;
- 2           6.     For such other and further relief as the Court may deem proper.

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4                               NELSON & FRAENKEL, LLP

5                               By: s/Carlos F. Llinás Negret  
6                               Carlos F. Llinás Negret  
7                               Attorneys for Plaintiff

8                               **JURY TRIAL DEMAND**

9           Plaintiff hereby demands a trial by jury.

10          Date: July 2, 2021.

11                               NELSON & FRAENKEL, LLP

12                               By: s/ Carlos F. Llinás Negret  
13                               Carlos F. Llinás Negret  
14                               Attorneys for Plaintiff